## CONTRACTOR 'S DELEASE

CA 1853

Contract No. AF59(657) 11260

Pursuant to the terms of Contract No. AF33(657)12280

and in consideration of the sum of Five hundred-twelve thousand-five hundred said

Dollars (\$ 512,551.00 ) which has been or is to be paid under the said

contract to GENERAL ELECTRIC COMPANY,735 State Street, Santa Barbara, California

(Contractor's Name & Address)

(hereinafter called the Contractor) or to its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

- 1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
- 2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
  - 3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this rel ay of April 1965	GENERAL ELECTRIC COMPANY  GENERAL ELECTRIC COMPANY  TECHNICAL MILITARY PLANNING OPERATION
Witnesses	TECHNICAL MILITARY PLANNING OF BY  TITLE
certificate perov	oration, witnesses are not required, but the must be completed.)  CERTIFICATE  CERTIFICATE  CERTIFICATE  CERTIFICATE  CONTROL TITLE  Of the corporation named as Contractor in the form
going release; that on behalf of the Contractor wa of said corporation; that said	then Manager-Customer Accounting STAT  (Ufficient Title)  release was duly signed for and in behalf of said  a governing body and is within the scope of its
corporate powers (CORPORATE SEAL)	STA

## CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS

GA 185

Contract AF33(657)12280

Pursuant to the terms of Contract AF33(657)12280 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the

GENERAL ELECTRIC COMPANY, 735 State Street, Santa Barbara, California

(Contractor's Name and Address)

## (hereinafter called the Contractor) does hereby:

- 1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all rights of action accrued or which may hereafter accrue thereunder, (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).
- 2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the contracting officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the contracting officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
- 3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.
- 4. In the event the contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California or any political subdivision thereof, in connection with the performance of this contract, and for which the contractor was paid or reimbursed by the Government, the contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the contractor incident to such refund or credit to the extent that such interest was earned after the contractor was paid or reimbursed by the Government for such taxes). In the event the contractor receives any benefit in lieu of or in addition to such a refund or credit, the contractor agrees to pay over to the Government an amount equal to such benefits.

(NOTE: In the case of a corporation, witnesses are not required, but the following certificate must be completed).  CERTIFICATE  Manager-Financic  I,, certify that I am the Operations  (Official Title)		April 1965.  GENERAL ELECTRIC COMPANY	
(NOTE: In the case of a corporation, witnesses are not required, but the following certificate must be completed).  CRETIFICATE  I, Certify that I am the Operations  (Official Title)  who signed said assignment on behalf of the contractor was then  (Official Title)  for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.	withesees		OPERATION
CERTIFICATE  I, Certify that I am the Operations  of the corporation named as Contractor in the foregoing assignment:  who signed said assignment on behalf of the contractor was then  rCustomer Accounting of said corporation; that said assignment was duly signed  (Official Title)  for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.		TITLE	
of the corporation named as Contractor in the foregoing assignment STA who signed said assignment on behalf of the contractor was then rCustomer Accounting of said corporation; that said assignment was duly signed (Official Title) for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.	(NOTE: In the case of a certificate must	a corporation, witnesses are not required, but the t be completed).	following
of the corporation named as Contractor in the foregoing assignment;  who signed said assignment on behalf of the contractor was then  rCustomer Accounting of said corporation; that said assignment was duly sign  (Official Title)  for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.		CERTIFICATE Manager-I	Financi <sub>E</sub> ST.
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(Official Title) for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.	of the corporation named	d as Contractor in the foregoing assignments	STA
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(CORPORATE SEAL)	of the corporation named who signed rCustomer Accounting (Official Title) for and in behalf of sat	d as Contractor in the foregoing assignments d said assignment on behalf of the contractor was of said corporation; that said assignment was did corporation by authority of its governing body a	STA-
GOORPORATE BEAL)	of the corporation named who signed rCustomer Accounting (Official Title) for and in behalf of sat	d as Contractor in the foregoing assignments d said assignment on behalf of the contractor was of said corporation; that said assignment was did corporation by authority of its governing body a	STAT
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Approved For Release 2008/12/15 : CIA-RDP67B00074R000500110008-3

